

# COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS



## BEACH USE PERMITS ARE REQUIRED UNDER THE FOLLOWING CONDITIONS:

- A) Groups of 100 or more using a Park Grounds or Picnic Shelter A permit (no more than 200 persons per event from May 1 through September 30, 300 person max thereafter)
- B) Groups requesting to use canopies larger than 10x10 (may require Fire Marshal and or Building and Safety permit)
  - County of Los Angeles Fire Marshal / Marina del Rey 864N. San Vicente North Hollywood, CA. 90069-4007 310-358-2380
  - Los Angeles County Building & Safety Lomita District Office
     24320 S. Narbonne Ave.
     Lomita, CA. 90717
     310-534-3760
- C) Events with commercial activity, e.g. catering, clown, DJ, etc.
- D) Groups serving alcohol (event must be catered by a bona fide company, provide an additional 1 million dollar host liquor liability insurance certificate, provide one security guard for every fifty persons of drinking age, other restrictions may apply)
- E) There may be other circumstances not mentioned on this sheet that may constitute necessitating a permit.

#### GENERAL INFORMATION

#### RESERVATIONS

Must contact Department of Beaches & Harbors to schedule date and location of event. Applications must be submitted a mnimum of two weeks in advance. Depending on the type/size of event, a detailed proposal may be required. Applications may be faxed to 310-821-3609 or mailed to: Burton Chace Park, 13837 Fiji Way, Marina del Rey, CA. 90292.

#### • FEES

After approval of reservation a security deposit or entire fees must be submitted within 5 business days. All fees must be paid two weeks prior to event date. If the appropriate fees are not received accordingly, the reservation will automatically be cancelled. Checks or money orders need to be made payable to: Los Angeles County Department of Beaches and Harbors.

#### SECURITY DEPOSIT

Determined by the size and type of event.

Permittee will be notified of amount during the application processing period.

#### POWER

No electrical hook-ups available. Permittee must supply their own power.

• PARKING (only parking lost under County control)
For information regarding parking lot use contact Parking Concepts, Inc. 310-821-1081.

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Type of Program

OSpecial Event

OCommercial/Promotional

OCharitable Fund Raising

OCommunity Service

### County of Los Angeles Department of Beaches and Harbors Beach/Harbor Use Permit 13837 Fiji Way, Marina del Rey CA 90292

Organization Nam			OShuttle Service
Permittee Address City:	s: State:	_Zip:	
Event Date & Tim Setup Date & Tim	e: e:	Location:	
Program Descript			
Number of Partici <sub>l</sub>	oants:	_ Number of Specta Phone:	tors:
Fees			
Permit Fee Gross Receipts Security Deposit County Insurance Park Grounds Fee	\$ \$	Other Fee \$ Alcohol Permit \$	
		Total \$	
Parking Fees: Pay Per Entry As Posted Permit Fees Do Not Include Parking			
	A 000	ptance	
The permit is accep		t forth in this permit for	m:
Signature of Permit	tee	Date	
Director or Authoriz	ed Representative	Date	

#### SPONSORSHIP: NO AUTOMOBILE, BOTTLED WATER OR CARBONATED BEVERAGE SPONSORS

List all sponsors and sponsorship fees on Addendum A.

#### **RIGHT TO AUDIT**

All accounting records shall be open for inspection at any reasonable time during the term of this permit and 5 years thereafter. County may audit the records of the Permittee to verify the accuracy thereof.

#### **INSURANCE REQUIREMENT**

Without limiting Permittee's indemnification of County and other named permittors, permittee shall provide and maintain at its own expense during the term of this permit the following policy or policies of insurance covering its operations hereunder. Such insurance shall be secured through a carrier satisfactory to the County Risk Manager and MUST NAME THE COUNTY OF LOS ANGELES AS AN ADDITIONAL INSURED. Evidence of such insurance satisfactory to the Risk Manager shall be delivered to the Department of Beaches and Harbors before the date of this permit. Such evidence shall specifically identify this permit and shall contain expressed conditions that the County is to be given written notice at least thirty (30) days in advance of any modification or termination of policy of insurance.

#### **COMPREHENSIVE GENERAL LIABILITY**

A. Certificate of general comprehensive liability insurance in the amount of \$1,000,000 NAMING THE COUNTY OF LOS ANGELES AS AN ADDITIONAL INSURED WITH A \$2,000,000 AGGREGATE. AN ORIGINAL INSURANCE CERTIFICATE IS REQUIRED.

#### OR

B. Participation in the County's Special Event Liability Insurance Program (SELIP) in the amount of \$1,000,000 through the payment of an insurance premium fee based on the event risk category and attendance.

#### **WORKER'S COMPENSATION**

Permittee shall cover its employees with Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers the persons and risks involved in this permit.

#### INDEMNIFICATION

Permittee agrees to indemnify, defend and hold harmless the County of Los Angeles and any other agencies designated as permittor, their agents, officers, employees, and contractors from and against any and all liability, expense, including those arising from the conditions of the County-owned, occupied, or operated facilities or property; such claims may include, but shall not be limited to those alleging bodily injury, death, personal injury, or property damage arising from the operation, acts or omissions of permittee, its contractors, licensees, agents, or employees hereunder. servants. Permittee further agrees to indemnify, defend, and hold harmless County and any other named permittors from any and all Worker's Compensation suits, liability, or expense arising from or connected with any services for or on behalf of permittee by any persons pursuant to this permit.

#### RELEASE

In addition to the indemnification described above, Permittee agrees to require each participant in any athletic event undertaken in connection with this permit, to execute a written "Release of Liability" form. Permittee further agrees to retain each release form for a period of not less than one year after the event.

#### **AUTHORITY**

Permission is granted pursuant to the authority conferred by the Board Of Supervisors under the Provisions of Section 2.116.020 of the Los Angeles County Code.

#### LAWS AND REGULATIONS

The permittee is required to ensure that participants and spectators of the event abide by the rules and regulations contained in the Los Angeles County Beach Code and all other applicable local, state, and federal laws. Permittee shall obtain any additional necessary permits to stage this event.

#### **PARKING**

Certain events may require additional parking lot staffing. If so, Permittee will incur additional personnel costs.

#### **NON-DISCRIMINATION**

The permittee certifies and agrees that during the term of this permit they will not exclude any qualified person from being an employee, a sub-contractor, a vendor, a participant, a spectator, or a guest, or otherwise subject anyone to discrimination because of the person's race, color, religion, national origin, sex, age or handicap.

#### **COMMERCIAL ACTIVITIES**

There will be no commercial activities or sales on the premises in connection with this event without prior written permission of the County.

#### **AUTHORITY TO STOP/CANCEL**

In the event that an authorized representative of the County finds that the activities being conducted by the permittee unnecessarily endangers the health or safety or any person or that said activities are or will cause damage to real or personal property, said representative, at his sole discretion, may suspend or cancel this permit. The County reserves the right to cancel this permit at any time without incurring any liability to the permittee whatsoever.

#### SIGNS

Any signs intended to be placed in the area must be approved by the Department before being posted, and all signs must be removed at the expiration of the permit.

#### SOUND

Amplified sound and music for event activities may not be utilized prior to 10:00 a.m. Amplified sound for event activities must cease by 9:00 p.m. Sound shall not exceed such levels as may be prescribed by law and/or the County.

NO LIVE AMPLIFIED BANDS.

#### **FIREWORKS**

FIREWORKS ARE PROHIBITED.

#### MAINTENANCE

Permittee is to maintain event area clean of trash. Permittee is required to move event-generated trash and place in the trash receptacles.

#### WATER EVENTS

Permittee agrees that permission to commence with any in-the-water event is contingent upon approval of this permit by the Los Angeles County Fire Department/Lifeguard Division or Harbor Master within Marina del Rey. Permittee may incur additional personnel costs due to their water activities.

#### PREMISE CONDITION

The County does not assume any expressed or implied obligations on behalf of the County with respect to a duty to provide extraordinary maintenance and repairs to the area by reason of the occupancy. Therefore, the permittee must accept the area in its present condition, assume any and all legal duties arising out of this occupancy, and waive any and all legal rights to have such duties performed by the County.

#### **OCCUPANCY**

Permission is intended to create only a personal unassigned right of occupancy without conveyance of an estate or interest in the real property, and is granted to the permittee in permittee's capacity as an independent contractor occupying the real property for personal use of permittee in engaging in an activity in which the County has no interest or participation other than as the owner and/or property manager of the area to be occupied. Occupancy is restricted to the area designated in area to be occupied. Permittee assumes complete responsibility for securing, preparing and policing (including the placing of all refuse in proper trash receptacles) said area as needed to protect the safety of the beachgoing public and/or participants in said events.

#### **ENTIRE CONTRACT**

ALL THE TERMS OF THE CONTRACT RELATING TO YOUR OCCUPANCY OF THE AREA ARE SET FORTH IN THIS FORM AND YOU SHOULD NOT RELY ON ANY OTHER TERMS, PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS DOCUMENT.

# County of Los Angeles Department of Beaches and Harbors Special Event Permit Addendum

EVENT SPONSORSHIP
Will your event have sponsorship?  Yes  No
If Yes, must report on Addendum A form. Will sponsor's name appear on signage?  Yes  No
The openior of name appear on dignage.
What type of signage are you proposing to have at your event? How will it be secured, and where will it be placed?
Note: Automobile, bottled water and carbonated beverage signage is prohibited.
PUBLICITY/FILMING
How will event be publicized? Check all that apply.  Invitation Only Printed Material Television  Radio Other  Will your event be filmed? Yes No
Will there be live media coverage during your event? Yes No
If you answered, "Yes" to filming or media questions, please contact:  Entertainment Industry Development Corp (EIDC) at 323/957-1000 for film permits, or for information only, go to the <u>EIDC website</u> . (http://www.eidc.com)
RENTAL COMPANY Will your event secure the services of a rental Company? OYes ONo  If Yes, must report on Addendum A form.
AMPLIFIED SOUND  LIVE AMPLIFIED BANDS PROHIBITED  Will your event have amplified sound?  If yes, check all that apply: Announcements Pre-Recorded Music D.J.  Requirements for all events with music:  Background music only  Speakers must face the water
Note: No amplified music permits will be issued for Dockweiler State Beach, Marina "Mother's" Beach, or Venice Beach.
BIKE PATH  Will your event utilize the bike path (triathlon, bike ride, etc.)? O Yes O No
Will your event have Bleachers, Stages, Platforms or Scaffolding? O Yes O No If your event will have bleachers, scaffolding, platforms, or staging, you must provide a detailed, legible site plan to scale (1/8" to 1 foot). Please show specific locations of the following: tents, canopies, generators, tables and chairs, portable toilet facilities, scaffolding, bleachers, platforms, stages, dumpsters exit openings and pathways and other event components not covered above.

### County of Los Angeles Department of Beaches and Harbors Special Event Permit Addendum

TENTS/CANOPIES					
Will your event have tents?  If yes: Quantity	Size(s) _	O Yes	O No	O Undecided	
Will your event have Canopie If yes: Quantity		O Yes	O No	O Undecided	
Note: All tents or Canopies in excess of 200 sq ft permit.				ding & Safety permit. Il also require a Fire l	
FOOD  Will your event secure the ser  If Yes, must report on A			O Yes	O No	
Will food be cooked on site?	O Yes	O No			
	on Coun event is a ts must c	ty owned an t Dockweiler cook in park	d/or operated r or Cabrillo,	riquettes Propan l beaches by County you may cook in the king lot under Count	Ordinance fire rings.
ALCOHOL  Will your caterer be serving al  Note: Only catered events may  Dockweiler State Beach,  If yes, will the alcohol be sold	y request a Manhatta	an Beach, Red			
If sold, contact: ABC (A					
REFUND					
	-				
MISCELLANEOUS					
	)				
COMMENTS			. (		

# County of Los Angeles Department of Beaches and Harbors Beach/Harbor Use Permit Addendum A – Gross Receipts Itemization

A fee will be charged prorated on the Gross Receipts of all monies realized by the permittee in conjunction with the permitted occupancy, including sponsorship dollars, prize money, entry fees, product sales, in-kind donations, catering budget, rental equipment and any other related entity of budgeted and/or collected monetary value.

Prepayment of the estimated Gross Receipts Fee must be made prior to the event date, otherwise the event permit will not be issued.

Final Payment of any outstanding balance of the Gross Receipts Fee is due within 30 days of the last event day.

A Late Payment Charge of ten percent (10%) per annum will be added to any outstanding balance 30 days following the last event day. Additionally, future permit request(s) and refunds related to the occupancy granted will not be approved until the Gross Receipts Fee is paid in-full and the permit related report(s) are received.

Permittee shall make all permit related records, including receipts, available to the County for inspection and photocopying within seven (7) calendar days of a written request.

	Company Name	Companies and other relate <u>Contact Name</u>	Telephone Number	Amount
		A. A.		
		\		
			Subtotal: \$	
umber of event	participants:	X Entry Fee \$	= \$	
umber of event	participants:	X Entry Fee \$	= \$	
umber of event	participants:	X Entry Fee \$	= \$	
lumber of event p	participants:	X Entry Fee \$	= \$	
lumber of event p	participants:	X Entry Fee \$	= \$	
			Subtotal: \$	
		Estimated Gro	ss Receipts Total: \$	
		Payable to Los Ang	eles County	

## BEACH USE PERMIT ALCOHOL ADVISEMENT

# ALL ALCOHOL PERMITS REQUIRE \$2,000,000 WORTH OF INSURANCE:

GENERAL LIABILITY

\$1,000,000

HOST LIQUOR LIABILITY

\$1,000,000

When approval has been obtained to serve alcohol on a public beach (catered events only) the permittee must provide the Department of Beaches and Harbors with one of the following (whichever applies):

#### **ALCOHOL (SALES AT EVENT)**

- Proof of an ABC (Alcoholic Beverage Control) off-site liquor license
- Provide certificate in the amount of \$1,000,000 for Host Liquor Liability (in addition to the required \$1,000,000 General Liability Insurance), which names the County of Los Angeles and Parking Concepts, Inc. as additional insured.

#### ALCOHOL (NON-SALES)

 Provide certificate in the amount of \$1,000,000 for Host Liquor Liability (in addition to the required \$1,000,000 General Liability Insurance), which names the County of Los Angeles and Parking Concepts, Inc. as additional insured.

### THE FOLLOWING CONDITIONS MUST BE ADHERED TO:

- Area where alcohol is being served must be roped off, and no one can leave that area with alcohol.
- Permittee must provide, at own expense, at least one uniformed security guard for every fifty people of drinking age. Must furnish contact name and number of security company.
- No bottles or cans.
- · Alcohol must be served in containers 12 oz. or less.
- No BYOB.
- Alcohol must be served in containers that are white or have color (no clear containers).
- Alcohol must be served from a three-sided tent (open side facing water).
- Serving must cease one hour prior to event conclusion.
- · No swimming or water activity by participants consuming alcohol.

## **County of Los Angeles** Department of Beaches and Harbors Sale and/or Consumption of Alcoholic Beverages Application Form and Permit Addendum B

	Permit and Even	Identification
EVENT DATE:		
LOCATION:		
		License No
	Conditions of Per	mit Addendone
	Conditions of Per	nit Addendum
above and must  2. Participants will motorized vehicl  3. Permittee agrees Board (ABC) and laws (documenta written acceptan  4. The permittee will or uniformed sect for security at the	be limited to the participants in the not engage in water activity such as es or equipment or other similar acts to obtain the appropriate license for comply with all license and operation of such compliance will be proceed of the permit). FOR SALES ON provide at the permittee's expensivity guards determined by the Direspecial event: One uniformed second	rom the California Alcoholic Beverage Control ting requirements of ABC, federal, state, and loca vided to the Department by permittee with the LY at the following number and type of peace officers ctor and local law enforcement to be necessary unity guard for every fifty people of drinking age.
- Security Contact (	Name):	
- Security Contact (	Phone):	
Permittee agrees to alcoholic beverage	o pay the County of Los Angeles s. This fee is in addition to that s	15% of Gross Receipts from the sale of specified in Addendum A of the Use Permit.
	ACCEPTANCE	
o hereby agree to th	e conditions of this Addendum B to	the Beach/Harbor Use Permit.
rmittee/Organization	Representative (Signature)	Date
n Wieniewski Dirac	tor or Authorized Representative	Date